

## ADMINISTRATION TEAM MINUTES

**Date:** January 14, 2005  
**Time:** 9:00 am  
**Place:** Tacoma AGC Building

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<b><u>Attending</u></b>	Mark Borton	<u>✓</u>	Tim Hayner	<u>✓</u>	Ken Olson	<u>✓</u>
	Jerry Brais	<u>✓</u>	Ann Hegstrom	<u>   </u>	Mark Rohde	<u>✓</u>
	Forrest Dill	<u>✓</u>	Ron Howard	<u>✓</u>	Mark Scoccolo	<u>✓</u>
	Bob Glenn	<u>   </u>	Dave Jones	<u>✓</u>	Dave Standahl	<u>✓</u>
	Paul Gonseth	<u>✓</u>	Tina Nelson	<u>✓</u>	Greg Waugh	<u>✓</u>
	Mike Hall	<u>   </u>	Cathy Nicholas	<u>✓</u>	Tom Zamzow	<u>   </u>

**Opening** Ron introduced Craig McDaniel, who is taking over as the new State Construction Engineer—Administration. Craig will move into the co-chair position on this team.

The minutes of the November 12<sup>th</sup> meeting were approved.

### **Roundtable**

Forrest Dill says that Atkinson is heavily involved in bidding new work. This is the biggest effort that Forrest can remember. Big projects include the Sound Transit viaduct project, an ODOT job at Eddyville, the Everett and Kirkland Design-Build projects and the Union to Jackson job on SR 16. In the field, the Bellevue job is nearing completion and SR 18 is nearly back on schedule, with a traffic switch imminent.

Jerry Brais reports that King County is close to an Ad date for the Meadowbrook Bridge in North Bend. Two full bridge replacements will be coming out in March. Capital improvement projects will be scarce in King County this summer.

Cathy Nicholas gave a full report on the progress of new daughter Lauren. Lauren is in daycare now and this was Cathy's first full week back at work.

Ken Olson noted that another bridge job will be coming out in Spokane on the North-South Corridor project. Ken's office will be doing small pavers this year.

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### **Roundtable (cont)**

Mark Borton reported that Mowat is also doing a lot of estimating. Work underway includes the 2<sup>nd</sup> Street Bridge in Mount Vernon, a small job at the Airport, the Ash Way Bridge re-bid and a truss bridge in Machias.

Dave Jones says his crew is preparing for the Winter Construction Conferences. Dave has been involved in the development of TERO-related training. FHWA will be doing a billing review this month.

Paul Gonseth says that South Central has called for bids on the SR 240 project north of the Tri Cities and a job on SR 24 east of Yakima will be coming out shortly

Mike Hall says that Goodfellow has completed a widening of the Snoqualmie River above the Falls. The work did some good upstream, but the jury is still out concerning the downstream impacts. Elsewhere, the company is involved with extensive development work for Quadrant.

Tim Hayner advised that Tri-State is also doing a lot of bidding. The biggest effort is a joint venture with Mowat and Kuney on the Everett HOV job. Work underway includes the Sea-Tac Airport and the new job on SR 161 at Jovita Boulevard.

Craig McDaniel described his work on the Narrows project. He learned a lot about Design-Build and hopes to bring that knowledge to his new assignment. The big job is nearly on schedule, with towers peeking above the existing deck and the anchorages almost finished.

Greg Waugh says that the St Johns Bridge in Portland has turned out to be a good project. The Civil work is done, cable is at 80% and the decks at 60%. The Spokane job is shut down for the winter. Kuney is working on a lot of proposals just like everybody else.

Mark Scoccolo tells us that the Sahallee job started this week. It will be the first full project for new PE Brian Dobbins. Mark would like to see smaller jobs as the mega-projects close him out except for sub work. He reports that the State Appeals Court has done a flip-flop on the utility responsibility ruling in Renton.

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### **Roundtable (cont)**

Dave Standahl says that Northwest Region has a long list of small jobs for Mark. Dave has been working on an agreement to mitigate environmental damage that will be separate from the contract. Upcoming big jobs are SR 9 at Clearview, Sahallee, Stage 2, and the Totem Lake direct access for Sound Transit.

Mark Rohde says that it's been pretty quiet around Concrete Barrier. He is looking at sub work for this year.

Tina Nelson described bid irregularities on a Tacoma project and the difficulty of convincing political types about the proper way to handle these.

Ron Howard, being a short-timer, was taking a nap. He woke up in time to say that he had no news about WSDOT, that his retirement date was two weeks from Monday and that he's not taking on any new work, but rather trying to close out a few discussions to avoid dumping them on Craig.

### **Old Business**

#### **Schedule Specs (Section 1-08)**

The team turned to the list of assignments for Schedule specification sponsorship. At the last meeting, a number of specialized "sub-specs" were identified. These would likely be General Special Provisions, designed and prepared for special situations and pre-approved for use when those situations should arise. Volunteers to sponsor these new additions were solicited with the following results.

Subject Area	Sponsor
Section 1-08.3	Craig McDaniel
1-08.3 alternate simple job	Paul Gonseth
1-08.3 alternate complex job	Forrest Dill
Section 1-08.4	Mike Hall
Section 1-08.5	Paul Gonseth/Greg Waugh
Section 1-08.5 (sub) Critical Materials Spec	Mark Borton
Section 1-08.5 (sub) Variable Start Date	Dave Standahl
Section 1-08.5 (sub) Fixed Start Date	Dave Standahl

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### Old Business (cont) Schedule Specs (Section 1-08)

Section 1-08.5 (sub) Accelerated Start, shortening times	Dave Jones
Section 1-08.5 (sub) Alternate Shifts (could be a family of specs)	Tim Hayner
Section 1-08.5 (sub) Work not Allowed (events, traffic, permit provisions)	Paul Gonseth
Section 1-08.6	Dave Jones
Section 1-08.7	Ann Hegstrom
Section 1-08.8	Mark Scoccolo
Review, Summarize Region Specials	Craig McDaniel

Ron led a brainstorming session to identify key points that should be addressed in these new provisions. The following lists are the results of that session:

#### **Critical Materials Spec**

- Consider more Reasons (more items)
  - Landscaping
  - Mix designs
  - Signing
  - Steel Guardrail Posts
  - ITS Equipment
  - Modular Expansion Joints
  - Bridge Rail
  - Hydraulic/ Electrical Rehabilitation
  - Girders
  - Seismic Retrofit
  - Casting
  - Single source pipe
  - Temporary Materials
- Relation 1-07.13 (beyond contractor control) , Force Marjorie
- Maximum duration
- Documentation, Proof
- Process
- Partial Suspension

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## **Old Business (cont)** Schedule Specs (Section 1-08)

- Controller Testing
- Buy America requirements
- Sole source

### **Variable / Fixed (Calendar?) Start Date**

- Limits
- Multiple projects
- Conflicting (space/time)
- Work prior to start
- Who decides
- Weather
- Weather on the other end
- Permit restrictions / Environmental restrictions
- Events
- Schools
- Funding
- Relate to Execution / Award

### **Accelerated Start (shortening time)**

- Execution – statute
- Award time DOT – Local Agency
- Outside agencies (Sound Transit)
- Contractor: Sooner is better
- Related to bid review

### **Alternate Shifts**

- Night work
- Seven day week
- Weekends
- Weekends only
- Four – tens
- Two shifts
- Twenty-four – Sevens
- Start time changes
- Union consideration

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### **Old Business (cont)** Schedule Specs (Section 1-08)

- Day shifts
- Calendar days
- Traffic restrictions
- Permit restrictions
- Leave it gray?

### **Work Prohibited**

- Partial / Conditional Prohibits (not affecting traffic)
- Events described (whose risk is it) (Know at bid time?)
- How to charge days?
- Weekend closures
- Peak hour restrictions
- Noise variances
- Coordinate with other contracts
- Fish windows
- Other environmental
- Railroad
- Utilities connection / closure

### **Time Extensions**

Once the Brainstorming was completed, Mark Scoccolo took the floor to lead a discussion about 1-08.8 (Time Extensions). Mark gave the team some really big ideas to chew on for further discussion later. The questions that Mark is asking are these:

- The existing spec has a laundry list of reasons for extensions and then also includes a generic statement about “exceptional causes” not included in the list. Do we want to keep this format, add more reasons to the list, or forget about the list and keep the exceptional cause language for maximum field flexibility?
- When examining time extensions related to 1-04.6 overruns, should the time be related to the first unit over plan or only to the units beyond 125%?

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### **Old Business (cont)** Schedule Specs (Section 1-08)

- Should we consider excusing the Contractor from unreasonable delays in acquiring materials?
- Force account quantities are merely “guesstimates” to give the bidders a common dollar base for bidding. Should we consider time spent on force accounts to be a possible cause for time extensions?

### **Time for Completion**

After Mark finished, Paul Gonseth handed out a new draft of Section 1-08.5. It should contain the agreements reached at the last meeting. Paul would like team members to review the draft and be prepared to discuss it in February. Paul’s draft is attached to these minutes.

**The meeting adjourned at 2:00 pm.**

### **Future Meetings**

February 18<sup>th</sup>, 2005 @ Tacoma AGC--Boardroom (9:00 am)

March 18<sup>th</sup>, 2005 @ Tacoma AGC (9:00 am)

April 15<sup>th</sup>, 2005 @ Tacoma AGC (9:00 am)

### **Assignment List**

<u>Who</u>	<u>What</u>	<u>By When</u>
Sponsors	Prepare to Lead Team thru Subject Area	Feb 18 <sup>th</sup>
All members	Review 1-08.5 Draft	Feb 18 <sup>th</sup>

### **Team’s “Round Tuit” List**

1. Traffic Control Provisions
2. Progress Schedules
  - Short-term Scheduling
  - Section 1-08.8, p5.c—Extensions for Quantity Overruns?
3. Re-visit NCHRP 350 and Standard Specifications of Traffic Signs
4. Insurance Cost/ Reimbursement

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### **Team's "Round Tuit" List (cont)**

5. Tort Claims Liability/Accident Reports
6. Bid Item for On-site Overhead
7. Disputes Review Boards
8. Joint Training—Documentation
9. Payroll, Wage Administration procedures
10. Materials on Hand provisions
11. Web-Based Construction Management



## Standard Specifications 2004

### 1-08.5 Time for Completion

The Contractor shall complete all physical contract work within the number of “working days” stated in the Contract Provisions or as extended by the Engineer in accordance with Section 1-08.8. Every day will be counted as a “working day” unless it is a nonworking day or an Engineer determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the contract specifically suspends work, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day.

The days between December 25 and January 1 will be classified as nonworking days.

An unworkable day is defined as a partial or whole day the Engineer declares to be unworkable because of weather, or conditions caused by the weather that prevents satisfactory and timely performance of the work, and such performance, if not hindered, would have otherwise progressed toward physical completion of the work.

Delete “other conditions.” This will require a time extension or suspension for other things that are now granted

Contract time shall begin on the first workable day after the 45<sup>th</sup> calendar day after a or on the first workable day after the 21<sup>st</sup> calendar day after execution by the State, whichever is later. Except if the Contractor start work on the project site at an earlier date, then time shall start on the first workable day after work actually begins. The contract provisions may specify another starting date for contract time, in which case time will begin on the starting date specified.

Draft from 11/12 meeting.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working (1) charged to the contract the week before; This needs to be enforced...many times these come in “chunks”, weeks down the road! (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct.

Not discussed as of 11/12.

Should we discuss how long ODOT gets to respond to Contractor’s reply??

The Engineer will give the Contractor written notice of the physical completion date for all work the contract requires. That date shall constitute the physical completion date of the contract, but shall not imply the Secretary’s acceptance of the work or the contract.

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (Federal-aid Projects)
  - b. Material Acceptance Certification Documents
  - c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. FHWA 47 (Federal-aid Projects)
  - e. Final Contract Voucher Certification